# Case 21-10448-amc Doc 47 Filed 09/21/22 Entered 09/22/22 00:29:24 Desc Imaged Certificate of Notice Page 1 of 5

United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 21-10448-amc

Jeanette L DelValle Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Sep 19, 2022 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 21, 2022:

Recipi ID Recipient Name and Address

db + Jeanette L DelValle, 1378 Anchor Street, Philadelphia, PA 19124-1204

TOTAL: 1

 $Notice \ by \ electronic \ transmission \ was \ sent \ to \ the \ following \ persons/entities \ by \ the \ Bankruptcy \ Noticing \ Center.$ 

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

### **BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

### **NOTICE CERTIFICATION**

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 21, 2022 Signature: /s/Gustava Winters

#### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 19, 2022 at the address(es) listed below:

Name Email Address

DAVID M. OFFEN

on behalf of Debtor Jeanette L DelValle dmo160west@gmail.com davidoffenecf@gmail.com;offendr83598@notify.bestcase.com

REBECCA ANN SOLARZ

on behalf of Creditor MANUFACTURERS AND TRADERS TRUST COMPANY ALSO KNOWN AS M&T BANK

SUCCESSOR BY MERGER TO HUDSON CITY SAVINGS BANK FSB bkgroup@kmllawgroup.com,

rsolarz@kmllawgroup.com

REBECCA ANN SOLARZ

on behalf of Creditor MANUFACTURERS AND TRADERS TRUST COMPANY ALSO KNOWN AS M&T BANK

SUCCESSOR BY MERGER TO HUDSON CITY SAVINGS BANK FSB bkgroup@kmllawgroup.com,

rsolarz@kmllawgroup.com

SCOTT F. WATERMAN (Chapter 13)

ECFMail@ReadingCh13.com

United States Trustee

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USTPRegion03.PH.ECF@usdoj.gov

WILLIAM EDWARD CRAIG

on behalf of Creditor American Honda Finance Corporation ecfmail@mortoncraig.com mortoncraigecf@gmail.com

TOTAL: 6

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## IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Jeanette L. DelValle aka Jeanette

Morales

Debtor(s)

MANUFACTURERS AND TRADERS TRUST COMPANY ALSO KNOWN AS M&T BANK SUCCESSOR BY MERGER TO HUDSON CITY SAVINGS BANK, FSB

NO. 21-10448 AMC

CHAPTER 13

Movant

VS.

11 U.S.C. Section 362

Jeanette L. DelValle aka Jeanette Morales

Debtor(s)

Jesus DelValle

Co-Debtor

Scott F. Waterman

Trustee

#### **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the

Debtor's residence located at 1378 Anchor Street, Philadelphia, Pennsylvania 19124, is

**\$3,370.86** which breaks down as follows:

Post-Petition Payments: June 2022 through September 2022 in the amount \$673.67/month

Suspense balance: (\$361.82) Additional Fees and Costs related to Relief Motion: \$1,038.00

Total Post-Petition Arrears \$3,370.86

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within thirty (30) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$3,370.86.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$3,370.86 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

4. Beginning with the payment due October 1, 2022 and continuing thereafter,

Debtor shall pay to Movant the present regular monthly mortgage payment of \$673.67 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month. All future payments made pursuant to the terms of this Consent Order should be forwarded to the following address until further notice:

Bank of America, N.A. P O Box 660933 Dallas, TX 75266

- 5. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
- 6. In the event the payments under Section 4 above are not tendered pursuant to the terms of this stipulation, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).
- 7. If the case is converted to Chapter 7 and the loan is in default, Movant may file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 9. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
- 10. The parties agree that a facsimile signature shall be considered an original signature.

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Date: August 2, 2022	/s/ Rebecca A. Solarz, Esquire Rebecca A. Solarz, Esquire KML Law Group, PC. Attorney for Movant
Date: 9/12/2022	/s/ David M. Offen, Esquire David M. Offen, Esquire Attorney for Debtor(s)
Date: 9/13/2022	/s/ Ann E. Swartz, Esquire for Scott F. Waterman, Esquire Chapter 13 Trustee
Approved by the Court this day of court retains discretion regarding entry of any	
Date: September 19, 2022	Bankruptcy Judge Ashely M. Chan